

1910-010 Chancery Causes: C. A. Russell vs. T. C. McDowell &
Lee Co.

Stickley, Wynn, Yeary, O. M. Yeary & Co., Hyatt, Baylor, Durcan,
Combs

CA - Debt
T - Property

- Deed

To the Honorable H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

Humbly complaining, your orator, C.A.Russell, a citizen of said County, respectfully represents that on the 2nd day of November, 1901, before R.E.Minter, one of the Justices for said county, he obtained a judgment against one T.C.McDowell for the sum of sixty-four dollars and eighty-five cents (\$64.85), with interest on sixty dollars and fifteen cents (\$60.15), part thereof, from the 6th day of ~~October~~ ^{April}, 1901, until paid, and on four dollars and seventy cents (\$4.70), the residue thereof, from the 2nd day of October, 1901, until paid, and eighty cents (\$0.80) costs; that he had the said judgment docketed in Judgment Lien Docket No.4, page 20, on the 6th day of November, 1901, for which he paid the Clerk of the county court of Lee County the sum of twenty-five cents (\$0.25), as will fully appear from an inspection of a transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.1"; that on the same day the said judgment was rendered by the said Justice, he (said Justice) issued an execution thereof and the same was placed in the hands of France Miles, a constable for said county, who has been unable to collect anything thereon, and has returned the same "No property found", as will fully appear from an inspection of said original warrant, judgment and execution which are herewith filed as a part hereof, marked "Exhibit No.2"; and that no part of the said judgment or costs has ever been paid to your orator by the said T.C.McDowell, or otherwise, but the same and every part thereof is now justly due and unpaid.

Your orator further represents that the said T.C.McDowell is the owner of a tract of land situated in the White Shoals Magisterial

District, in said County of Lee, adjoining the lands of J.F.Jones and others, which is bounded and described as follows, to-wit: Beginning at a cedar stump, corner to a fifty-acre dower tract; thence with a line thereof, N.54° E. 142 poles to a water-oak and post-oak, a corner of said dower tract; thence, with another line thereof, S.36° E.57 poles to a chinquepin-oak and water-oak on the south side of a sink hole, another corner of said dower tract; thence, leaving said dower tract, N.63° E.68 poles to Powells river; thence up said river, with its meanders, N.88 $\frac{1}{2}$ ° E.110 poles, N.22 $\frac{1}{2}$ ° E.65 poles, N. 13° E.40 poles, N.7° W. 92 poles to the mouth of Trading creek; thence up said creek, with its meanders, W.63 poles to a point in said creek where the line of the one hundred and ninty-eight acre dower tract strikes the creek; thence, with a line of said last mentioned dower tract, S.72 W.to the road; thence, with the road, a southeast course to a corner of J.F.Jones' land near the garden; and thence, with the Jones line fence, westwardly, 210 poles to the Beginning, containing one hundred and fifty-seven (157) acres, more or less.

Your orator is advised that by reason of the laws of the State of Virginia, his said judgment constitutes a lien upon the said real estate above described.

Your orator further represents that the following named and described judgments appear upon the Judgment Lien Dockets, in the office of the clerk of the county court for said county, not marked satisfied, to-wit:

First.--A judgment in favor of Wright Stickley against the said T.C.McDowell, rendered by the circuit court for Lee county, on the 16th day of April, 1900, for the sum of one hundred and fifty-nine

dollars and sixty-three cents (\$159.63), with interest on forty-eight dollars and sixteen cents (\$48.16), part thereof, from the 11th day of April, 1899, and on one hundred and eleven dollars and sixteen cents (\$111.16), the residue thereof, from the 6th day of February, 1900, until paid, and six dollars and sixty-eight cents (\$6.68) costs, which judgment was docketed in said office, in Judgment Lien Docket No.3, page 210, on the 17th day of April, 1900, all of which will fully appear from an inspection of a transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.3." While no credits appear on said Lien Docket, yet your orator has been informed that large payments have been made to the said Stockley on this judgment, and so charges;

Second.--A Judgment in favor of Charles Wynn against said T.C. McDowell, rendered by A.J.Myers, a Justice of the Peace for said county, on the 9th day of March, 1901, for the sum of thirteen dollars and twelve cents (\$13.12), with interest thereon from the 9th day of March, 1901, and one dollars (\$1.00) costs, which judgment was docketed in said clerk's office, in Judgment Lien Docket No.4, page 15, on the 19th day of August, 1901, at an expense of twenty-five cents (\$0.25), all of which will fully appear from an inspection of a transcript therefrom which is herewith^e filed as a part hereof, marked "Exhibit No.4." Your orator is not advised as to whether this judgment has been paid;

Third.--A judgment in favor of O.M.Yeary & Co., (which firm is composed of O.M.Yeary, W.H.Yeary and T.S.Yeary), against said T.C.McDowell, rendered by A.J.Myers, a Justice of the Peace for said county, on the 23rd day of March, 1901, for the sum of seven dollars and seventy-three cents (\$7.73), with interest thereon from the 23rd day of

March, 1901, until paid, and three dollars and ten cents (\$3.10) costs, which judgment was docketed in said clerk's office, in Judgment Lien Docket No.4, page15, on the 19th day of August, 1901, at an expense of twenty-five cents (\$0.25), all of which will more fully appear from an inspection of a transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.5"; and your orator is informed, believes and therefore charges that no part of this judgment has been paid;

Fourth.--A judgment in favor of Jennie H.Baylor and Lon H.Baylor, Executor of C.E.Baylor, dec'd, against the said T.C.McDowell, rendered by the said A.J.Myers, Justice as aforesaid, on the 6th day of July, 1901, for the sum of fifty-six dollars and thirty-two cents (\$56.32), with interest on thirty-nine dollars and twelve cents (\$39.12), from the 6th day of September, 1895, and on seventeen dollars and twenty cents (\$17.20) from the 1st day of June, 1898, till paid, and two dollars (\$2.00) costs, subject to a credit of twelve dollars and eighty-seven cents (\$12.87) as of the 20th day of January, 1896, and ten dollars (\$10.00) as of the 14th day of May, 1900, which judgment was docketed in said clerk's office in Judgment Lien Docket No.4, page16, on the 19th day of August, 1901, at an expense of twenty-five cents (\$0.25), all of which will more fully appear from an inspection of a transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.6"; and your is informed, believes, and therefore charges that this judgment is wholly unpaid;

Fifth.--A judgment in favor of the said Jennie H.Baylor and Lon H.Baylor, Executors of C.E.Baylor, deceased, against the said T.C.McDowell and S.S.McDowell, rendered by the said A.J.Myers, Justice as

aforesaid, for the sum of sixty dollars (\$60.00), with interest thereon from the 12th day of October, 1897, till paid, and one dollar (\$1.00) for costs, subject to a credit of forty dollars as of the 12th day of October, 1896, which judgment was duly docketed in said clerk's office in Judgment Lien Docket No.4, page 16, on the 19th day of August, 1901, ^{at an expense of 25 cts} all of which will more fully appear from an inspection of a transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.7"; and your orator is informed, believes and therefore charges that this last mentioned judgment remains and is wholly unpaid.

The said Jennie H.Baylor and Lon H.Baylor have resigned their trust as Executors of the said C.E.Baylor, deceased, and his estate has been committed to J.A.G.Hyatt for administration with the will annexed.

Your orator further represents that on the 27th day of November, 1901, the said T.C.McDowell, and his wife, Gertrude McDowell, executed a deed of trust to C.T.Duncan, Trustee, to secure to M.O.Combs the payment of a debt of one thousand dollars (\$1000.00), with interest thereon from the said 27th day of November, 1901, whereby they conveyed to the said Trustee the hereinabove described tract of land. It was provided in said deed that no sale should be made thereunder until the 27th day of November, 1902, all of which will more fully appear from an inspection of said deed of trust, a copy of which is herewith filed as a part hereof, marked "Exhibit No.8". The said deed was recorded on the 9th day of January, 1902.

The priorities of the liens against the said land are as follows:
First.--The Wright Stickley Judgment, above set out;

Second.--The Charles Wynn Judgment above set out;

Third.--The O.M.Yeary & Co., Judgment above set out;

Fourth.--The two Baylor judgments above set out;

Fifth.--Your orator's said judgment;

Sixth.--Said deed of trust.

Your orator is advised that as his judgment is older and superior to the said deed of trust, he should not be delayed in the collection of his judgment until the said deed of trust becomes due and enforceable, but is entitled to a decree for sale or renting at once.

Your orator alleges that the said land will not rent in five years for a sum sufficient to pay the liens against it exclusive of said deed of trust.

Your orator alleges that there are no other liens against the said land than those hereinabove set out and described.

Your orator brings this suit for the benefit of himself and all other lien creditors of the said T.C.McDowell who will come into the same and bear their pro rata part of the costs thereof.

The object of this, your orator's bill, is to enforce the lien of his judgment aforesaid against the land aforesaid by a sale thereof; and in order that this object may be attained, your orator prays that T.C.McDowell; Wright Stickley; Charles Wynn; O.M.Yeary, W.H.Yeary and T.S.Yeary, merchants and partners trading under the style and firm name of O.M.Yeary & Co.; J.A.G.Hyatt, administrator with the will annexed of C.E.Baylor, deceased; S.S.McDowell; Gertrude McDowell; C. T.Duncan, Trustee; and M.O.Combs be made parties defendant hereto; that they each be required to answer the several allegations of this bill, but not under oath as that is waived; that each of the said lien creditors of the said T.C.McDowell especially answer how much,

if anything, remains unpaid of their several judgments and liens, respectively; that subpoena issue, directed &c.; that upon a hearing a decree be rendered directing a sale of the said land for the purpose of paying the said liens, and appointing a commissioner to make such sale; and that full general relief be granted.

L. F. Hyatt _____, p.q.

Feb 11 1902

Chk 3.92

Tax 1.50

Shff 5.00

atg 15.00

Co atk 2.50

727.92

C. A. Russell

vs { In Chy.

J. C. McDowell et al.

Bill.

1902. 1st February rules
Bill filed Spa Executed
+ D. M.

" 2nd February rules
D. M. Confd + Cause set
for hearing.

~~Worth~~

L A Russell

vs

L. L. McDowell

Upon the calling of this
cause the attorney for the complain-
ant announced that all the interest
of his clients had long since fully
settled and that said cause was
being kept on the docket at the re-
quest and for the benefit of Bertie
McDowell wife of L. L. McDowell
and it appearing to the Court
that unnecessary costs are being
incurred by keeping said cause
on docket it is ordered that said
cause be stricken from the docket
with leave to Mrs Bertie McDowell
to restate if so advised.

6. A. Russell
no. 3. Descriptive
T. L. McDowell
Entered in C.O.B.
#8, page 594

Enter this diary

H. A. W. D. W.

May 20, 1910

C. A. Russell,

Plaintiff.

vs.

E. L. Chauncy - Decease

T. C. McDowell, et al,

Defendant.

On the calling of this cause, it was announced by the plaintiff's attorney, L. T. Hyatt, in open court, that since the institution of this suit, Gertrude McDowell, wife of the said

J. C. ~~W.~~ McDowell, has paid to the said plaintiff the full amount of his judgment herein sought to be enforced and the cost of this suit, and that the said plaintiff has assigned his said judgment to her, without recourse on him. Thereupon, on motion of the said plaintiff, by his attorney, it is ordered that the said Gertrude McDowell be substituted as plaintiff in this cause and that the same be hereafter ~~be~~ prosecuted in her name and at her cost, and that the said C. A. Russell be relieved from further liabilities for cost on this cause.

And J. A. G. Hyatt, administrator with the will annexed *by his counsel,* of Chas. E. Baylor, deceased, [^] announcing in open court that the ~~two~~ judgments in favor of said estate ^{mentioned and set out in said bill} have been paid to him by said Gertrude McDowell and that he has assigned the same to her without recourse on him, on motion of the said administrator, by his attorney, it is ordered that he be stricken out as a party to this cause.

And this cause is continued.

And this cause is continued.
to this cause.

by his attorney, it is ordered that he be stricken out as a party
without recourse on him, on motion of the said administrator,
said Gertrude McDowell and that he has assigned the same to her
and judgments in favor of said estate have been paid to him by
of Chas. E. Paylor, deceased, announcing in open court that the
And J. A. G. Hyatt, administrator or with the will annexed
liabilities for cost on this cause.

C. A. Russell
v { Liu Chy,
T. C. McDowell et al.

Decree No. 1, substitut-
ing Gertrude McDowell
as plaintiff, and etc.

Entered D.B. 7
P. 79.

Enter this decree
July 1st 1902.
H. L. S.

C. A. Russell,

vs.

T. C. McDowell, et al,

Plaintiff.

Defendant.

Judgment Lien Docket.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
Novr. 2 nd 1901	R. B. Minter, J.P.	Novr. 6 th 1901	C. A. Russell - - - - - Plff. vs' { In Debt. J. L. McDowell, Deft.	Judgment for \$64.85; with interest on \$60.15; part thereof, from the 6 th day of October, 1901, until paid, and on \$4.70, residue thereof, from the 2 nd day of October, 1901, until paid, and \$0.80 costs + 25 cts costs.	

A true transcript from J. L. D. No. 4, p. 20,

Teste: B. M. Morgan clerk

C. A. Russell

vs { In Chancery.

J. C. McDowell et al.

Exhibit No 1. with
Plaintiff's Bill.

C. A. Russell

vs { Transcript from
Judgment here
Docket

J. C. McDowell.

clerk for copy 25¢

Judgment Lien Doctet.

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1900 April 16 th	Circuit Court Lee County	1900 April 17 th	Wright Stickley, Pff. vs. J. L. McDowell - Deft.	Judgment confessed for \$159.63, with interest on \$48.16, part thereof, from the 11th day of April, 1899, and on \$111.16, the residue thereof from the 6 th day of February, 1900, until paid, and \$6.68 costs.	

A true transcript from J. L. D. No. 3, p. 210,

Teste: B. M. Morgan - - - - Clerk.

C. A. Russell

vs { In Chancery

J. C. McDowell et al.

"Exhibit No. 3" with
Plaintiff's Bill.

Wright Stickley

vs { Transcript from
Judgment here
Docket.

J. C. McDowell.

Col 16 25¢

Judgment Lien Docket.

Date of Judgment	By What Court Rendered.	Aug. 19 th 1901.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
Mar 9 th 1901.	A. J. Myers, J.P.	Aug 19 th 1901	Charles Wynn, Plff. vs. & Debt. J. L. McDowell, Deft.	Judgment for \$13.12, with interest thereon from the 9 th day of March, 1901, and \$1.00 costs.	

A true transcript from J. L. D. No. 4 p. 15;

Teste: - B. M. Morgan - - - , Clerk

C. A. Russell
vs. { In Chancery
J. C. McDowell et al.

"Exhibit No. 4"
with
Plaintiff's Bill.

Charles Wynn
vs. { Transcript from
Judgt. Lien Docket

J. C. McDowell

Coll^{rs} 25¢

Judgment Lien Docket

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages Interest and Costs.	Amount and Date of Credits.
Mch. 23 ^d 1901	A. J. Myers, J.P.	Aug 19, 1901	O. M. Yeary & Co. - Peff. vs J. L. Delet. J. L. McDowell - Deft.	Judgment for \$7.73, with interest from the 23 day of March, 1901, and \$3.10 costs.	

A true Transcript from J. L. D. No. 4, p. 15,

Teste: B. M. Morgan, clerk.

C. A. Russell

vs { In Chy.

J. C. McDowell et al.

"Exhibit No. 5"

with

Plaintiff's Bill

O. M. Yeary & Co.,

vs { Transcript
from J. L. D.

J. C. McDowell.

Co. clk 254

Judgment Lien Docket.

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs	Amount and Date of Credits.
July 6 th 1901	A. J. Myers, J.P.	Aug. 19, 1901.	Jennie A. Baylor and Len. A. Baylor, Executors of C. E. Baylor, dec. - Plffs. vs' & Lien Debt. J. C. McDowell - - - Deft.	Judgment for \$56.32, with interest thereon on \$39.12 from the 6 th day of Sept. 1895; and on \$17. ²² from the 1 st day of June, 1898, till paid, and \$2.00 costs, + clerk 25 cts	\$12.87, Jan 20, 1896 10.00, May 14, 1900.

A true transcript from J. L. D. No. 4, p. 16,

Teste: - B. M. Morgan - - - clerk

C. A. Russell

vs' { In Chy,

J. C. McDowell et al.

"Exhibit No. 6"
with
Plaintiff's Bill.

Baylor's Exrs.

{ Transcript
vs' { from J. L. D.

J. C. McDowell.

Co. C. 25¢

Judgment Lien Docket.

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
July 6 th 1901	A. J. Myers, J. C.	Aug 19, 1901	Jennie H. Baylor and Lou H. Baylor, Executors of C. E. Baylor, deceased, Peffs. vs { In Debt. T. L. McDowell and S. S. McDowell -- Defts.	Judgment for \$60.00, with interest thereon from the 12 th day of Oct., 1897, till paid, and \$1.00 costs + clerk 25 cts.	Oct. 12 th 1896, \$40.00

A true transcript from J. L. D. No. 4, p 16,

Teste: - B. H. Morgan --, Clerk

C. A. Russell

vs. { In Chy.

J. C. McDowell et al.

"Exhibit No. 7"
with
Plaintiff's Bill.

Baylor's Exrs.

vs { Transcript
{ from J. L. D.

J. C. McDowell and
S. S. McDowell

Co. Clk 25cts

This DEED made this the 27th day of November, 1901, by and between T.C.McDowell and Gertrude, his wife, parties of the first part; and C.T.Duncan, Trustee, party of the second part; all of Lee County, Virginia, WITNESSETH: That whereas the said T.C.McDowell is justly indebted to M.C.Combs also of Lee County, Virginia, in the just and full sum of One Thousand Dollars (\$1000.00), which is evidenced by a note under seal, bearing date on the 27th day of November, 1901, and the said T.C.McDowell and Gertrude, his wife, desiring time upon said note and willing to secure the same, do in consideration of the premises aforesaid and the further consideration of One Dollar (\$1.00) cash in hand paid, hereby sell and convey unto the said C.T.Duncan, Trustee, all that certain tract, piece or parcel of land, situated in the White Shoals Magisterial District, in Lee County, Virginia, adjoining the lands of J.F.Jones and others and bounded as follows, to-wit: Beginning at a cedar stump corner to a 50 acre dower tract, thence with a line thereof N.54 E.142 poles to a water-oak and post-oak, a corner of said dower tract, thence with another line thereof, S.36 E.57 poles to a chinquepin-oak and water-oak on the south side of a sinkhole another corner of said dower tract, thence leaving said dower tract, N.63 E.68 poles to Powells River, thence up said river with its meanders N.88 $\frac{1}{2}$ E.110 poles, N.22 $\frac{1}{2}$ E.65 poles, N.13 E.40 poles, N.7 W.92 poles to the mouth of Trading Creek and up said creek with its meanders W.63 poles to a point in said creek where the line of the 198 acre dower tract strikes the creek, thence with a line of said last mentioned dower tract S.72 W. to the road, and with the road a southeast course to a corner of J.F.Jones' land near the garden, thence with the Jones line fence westwardly 210 poles to the Beginning, containing 157 acres be the same more or less.

To have and to hold to the said C.T.Duncan, Trustee, and his heirs forever; but in trust nevertheless to secure unto the said M.O.Combs said sum of One Thousand Dollars (\$1000.00) above mentioned.

Now if the said T.C.McDowell shall pay to the said M.O.Combs said sum of One Thousand Dollars (\$1000.00) on or by the 27th day of November, 1902, then this deed of trust shall become void and be cancelled and delivered up together with the note evidencing the debt herein secured; but if the said T.C.McDowell shall make default in the payment of said sum of money when the same becomes due, then it shall be lawful and it is hereby made the duty of the said C.T.Duncan, Trustee, upon the request of the said M.O.Combs, his assignee, administrator or executor to sell said land or so much thereof as may be necessary to pay

1st. The expense of drawing and recording this deed;

2nd. The expenses of said sale; and

3rd.--Said debt of One Thousand Dollars (\$1000.00) with any interest that may have accumulated thereon, or so much of said debt as may then remain unpaid. Said sale shall be for cash in hand, shall be made at the court-house door of this county, on some court day, after said sale shall have been advertised at three or more public places in the County; and the said T.C.McDowell and Gertrude his wife covenant to and with the said C.T.Duncan, Trustee, that they are legally seized of said land, that they have right to convey the same and that they will warrant generally the title thereof.

Witness the following signatures and seals, this the day and year first above written.

T.C.McDowell, (Seal.)

Gertrude McDowell (Seal.)

C.T.Duncan,Trustee (Seal.)

Virginia, Lee County, to-wit:

I, Geo.P.Cridlin, a notary public in and for the County aforesaid in the State of Virginia, do certify that C.T.Duncan,Trustee and T.C.McDowell, whose names are signed to the foregoing writing, bearing date on the 27th day of November, 1901, have acknowledged the same before me in my County and State aforesaid.

Given under my hand this the 27th day of November,1901.

Geo. P. Cridlin, N.P.

Virginia, Lee County, to-wit:

I, C.D.Smith, a justice of the peace in and for the County aforesaid in the State of Virginia, do certify that Gertrude McDowell whose name is signed to the foregoing writing bearing date on the 27th day of November, 1901, has acknowledged the same before me in my County and State aforesaid.

Given under my hand this the 29th day of November, 1901.

C. D. Smith, J.P.

Virginia, Lee County, to-wit:

In the Office of the clerk of the county court for said county, the 9th day of January, 1902. This deed was presented and, together with the certificate thereto annexed, admitted to record.

Teste: B. M. Morgan, clerk.

A copy from D.B.38,p.202, Teste: B. M. Morgan, clerk.

C. A. Russell
vs & Lee Chy.

J. C. McDowell et al.

"Exhibit No. 8"
with
Plaintiff's Bill.

J. C. McDowell et al.

To & Deed
C. J. Duncan, Trustee.

@ 1⁰⁰

Virginia, Lee County, to wit:

To France Miles, Constable for said county, --Greeting:

I hereby command you to summon T.C.McDowell, if to be found in your District, to appear at the residence of R.B.Minter, J.P., in said county, on the ^{24th} ~~1st~~ day of ^{Nov} ~~October~~, 1901, before the said R.B. Minter, or such other Justice of said county as may then be there to try this warrant, to answer the complaint of C.A. Russell and upon a claim for money not exceeding one hundred dollars exclusive of interest, to wit: for the sum of sixty-four dollars and eighty-five cents (\$64.85), with legal interest on sixty dollars and fifteen cents (\$60.15), part thereof, (being the balance of a bond for the sum of \$95.50 executed by the said McDowell to F.B.Martin on the 11th day of November, 1899, and by the said Martin assigned to the said Russell on the 4th day of January, 1900, by an endorsement on the back thereof) from the 6th day of April, 1901, until payment, and on four dollars and seventy cents (\$4.70), the residue thereof, from the 2nd day of October, 1901, until payment; and then and there may return of this warrant. Given under my hand this the 24th day of October, 1901.

W. C. Foslyn, J.P.

C.A.Russell,

Plff.

vs.

In Debt.

T.C.McDowell,

Deft.

At the residence of R.B.Minter, in said county, on the ~~1st~~ ^{24th} day of ~~October~~ ^{Nov}, 1901: Judgment that the plaintiff recover of the defendant the sum of sixty-four dollars and eighty-five cents (\$64.85) the amount of the two bonds in the above warrant mentioned and sued on waiving homestead exemptions, with interest on \$60.15, part thereof, from the 6th day of April, 1901, until paid, and on \$4.70, residue thereof from the 2nd day of October, 1901, until paid, and \$0.80 costs. Given under my hand this ~~24th~~ ^{25th} day of ~~Oct~~ ^{Nov}, 1901.

R. B. Minter, J.P.

Virginia, Lee County, to wit:

To France Miles, Constable for said County, --Greeting:

I hereby command you, in the name of the Commonwealth of Virginia, that of the goods and chattels of T.C.McDowell, in your county, you cause to be made the sum of sixty-four dollars and eighty-five cents (\$64.85), homestead waived, with legal interest on sixty dollars and fifteen cents, part thereof, from the 6th day of April, 1901, until payment, and on four dollars and seventy cents, residue thereof, from the 2nd day of October, 1901, until payment, and eighty cents costs C.A.Russell has recovered before me on a warrant in debt, and also the sum of eighty cents which was adjudged to the said C.A.Russell for costs in prosecuting the said warrant. Given under my hand this the ^{2nd} ~~29th~~ day of ^{Nov.} ~~October~~, 1901.

R. B. Winter, J.P.

C. A. Russell
vs { Warrant
J. C. McDowell

\$64.40.

Executed Oct 28th 1901, by delivering
a copy of the within warrant
at the residence of J. C. McDowell
Susanah McDowell, Mother
of J. C. McDowell & being
a member of the family over
the age of 16 years the said
J. C. McDowell not being
found at his usual place
of abode and by explaining
to her the purport of said
Warrant,

Francis Miles C. L. C.

Docketed in J. L. D. 4 p 20
Nov 6th 1901.

(110 property found)
L. T. HYATT,
ATTORNEY AT LAW,
JONESVILLE, VIRGINIA.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

WE COMMAND YOU, That you summon T. L. McDowell, Wright Stickley, Charles Hymn

O. M. Geary, W. H. Geary & S. S. Geary Merchants & partners in trade under the style
& firm name of O. M. Geary & Co., J. A. G. Hyatt Administrator with the will annexed
of L. E. Bayler deceased, S. S. McDowell, Gertrude McDowell, L. T. Duncan Trustee
and M. O. Combs

to appear at the Clerk's Office of the Circuit Court of the County of

Lee at the rules to be held for the said court on the 1st Monday in

February 1902, to answer a bill in chancery exhibited against them

in our said court by L. A. Russell

And have then there this writ. Witness A. B. Munsey, Clerk

of our said court, at the courthouse, the 15th day of January 1902, and

in the 126th year of the Commonwealth.

A. B. Munsey Clerk

Virginia, Lee County, to-wit:

I, Geo.P.Cridlin, a notary public in and for the County and State of Virginia, do certify that France Miles this day personally appeared before me in my County and state aforesaid. and made oath that he executed the within spa. in chancery by delivering an office copy of the same to T.C.McDowell, Gertrude McDowell, S.S.McDowell, Charles Wynn, O.M.Yeary, W.H.Yeary, Wright Stickley, C.T.Duncan on the 17th day of January, 1902; and that he further executed the same by delivering a like copy to the wife of M.O. Combs ^{on 17th day of Jan'y 1902} for said M.O.Combs at his usual place of abode to whom he explained the purport of said summons she being a member of the family of the said M.O.Combs over 16 years of age and the said M.O.Combs not being at his usual place of abode; and that he further executed the same by delivering an office copy of said spa. to ^{on 17th day of Jan'y 1902} O.M.Yeary for T.S.Yeary, this 23rd day of Jan'y., 1902.

Form No. 300½.

SUBPENA

IN CHANCERY.

vs.

Geo. P. Cridlin N-P
vs.
J. H. McDowell et al

L. T. Wyatt p. q.

To 1st Deputy Rules.

1902 Circuit Court.